

State of Montana  
DEPARTMENT OF MILITARY AFFAIRS

Last Form Revision (1-1-02)

## **INSTRUCTIONS TO BIDDERS**

1. Table of Contents

Invitation for Bids  
Instruction to Bidders  
Proposal  
Standard Form of Agreement Between Contractor and Owner; Form 110  
Performance Bond; Form 112  
Labor and Material Payment Bond; Form 113  
Consent of Surety to Final Payment; Form 103  
Contractor's Affidavit, Form 106  
General Conditions  
Supplementary General Conditions  
Wage Rates  
Specifications for Work  
Drawings

2. Viewing of Contract Documents

The Contract Documents may be viewed at the following locations:

Montana Department of Military Affairs  
State Contracting/Purchasing  
#1 Mitchell Way  
Fort Harrison MT 59636

406 324-3106

3. Borrowing of Documents

a. Contract Documents may be secured at the office of:

Montana Department of Military Affairs  
State Contracting/Purchasing  
#1 Mitchell Way  
Fort Harrison MT 59636

Telephone 406 324-3106  
FAX 406 324-3110  
John.Horn6@us.army.mil

b. Contractor shall return all borrowed Contract Documents to the same office within ten days after the bid opening. Any deposits received from contractors will be refunded.

4. Site Visit/Facility inspection
  - a. Department of Military Affairs may require contractor or representative to attend a scheduled walkthrough or site visit to review bid documents and site conditions. Check bid documents to determine whether a *mandatory* site visit is scheduled.
  - b. Failure to visit site will not relieve the Contractor of the conditions of the contract.
5. Proposals
  - a. The bidder shall submit his bid on the Proposal Form furnished with the Contract Documents. **Do not** send the Contract Documents with the Proposal.
  - b. If the project is funded by any portion of federal funds, the following shall apply: on certain Federally funded projects, a "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion." Form **must** be submitted **with** the Proposal. If the debarment form is not included within the Construction Documents, Federal funds are not involved with the project and the debarment form is not required.
  - c. Proposals shall be in a sealed envelope and addressed to:  
Department of Military Affairs  
Homeland Security  
Disaster & Emergency Services  
P O Box 4789  
Fort Harrison, Montana 59620-4789

***Note: The physical address for hand delivery or courier service delivery:***

Department of Military Affairs  
Homeland Security  
Disaster & Emergency Services  
1900 Williams Street  
Fort Harrison, Montana 59602

The face of the envelope shall also contain the following information:

Name of Project: Radio/Microwave Site Development  
DMA Project Number: 70523  
Name of Contractor:  
Acknowledge Receipt of Addendum No.:        ,     ,     ,     .

- d. It is the bidder's responsibility to deliver the bid proposal to the DMA State Contracting/Purchasing office. Proposals received after the scheduled closing time for bids by either the bidder, a delivery service (e.g. Federal Express, U.S. Postal Service, United Parcel Service, etc.), or the state's own mail delivery system will be rejected.

- e. **If requested on the Proposal Form**, any person making a bid to perform the work shall, as a requirement of a responsible bid, set forth the name of each subcontractor specified in the "List of Subcontractors" which is part of the bid proposal. The bidder shall list only one subcontractor for each such portion or work listed.

The bidder whose bid is accepted shall not:

- i. Substitute any other subcontractor in place of the subcontractor listed in the original bid, except by specific consent of the Owner. The Owner, at its sole discretion, may grant substitution with consent of the originally listed subcontractor or other factor(s) if deemed relevant to the successful performance of the Contract.
  - ii. Permit any such subcontract to be voluntarily assigned, transferred or allow it to be performed by any party other than the subcontractor listed in the original bid without the consent of the Owner.
- f. Proposals entitled to consideration shall be made in accordance with the following instructions:
    - i. Made upon form provided,
    - ii. All blank spaces properly filled,
    - iii. All numbers stated in both writing and in figures,
    - iv. Shall contain no additions, conditional or alternate bids, erasures or other irregularities,
    - v. Shall acknowledge receipt of all addenda issued.
  - g. The Owner reserves the right to reject any or all bids and to waive any irregularities or informalities. The Owner also reserves the right to determine what constitutes irregularities or informalities and/or what is material and/or immaterial to the bids received.
  - h. Proposals entitled to consideration shall be signed by the proper representative of the firm submitting the proposal as follows:
    - i. The principal of a single owner firm,
    - ii. A principal of a partnership firm,
    - iii. An officer of an incorporated firm, or an agent whose signature is accompanied by a certified copy of the resolution of the Board of Directors authorizing that agent to sign,
    - iv. Other persons signing for a single-owner firm or a partnership shall attach a power-of-attorney evidencing his authority to sign for that firm.

- i. **UNIT PRICES** When a Proposal Form contains unit prices, any errors discovered in the extension of those unit prices will be corrected by the Owner using the unit price figures. The adjusted extended amount will then be used to determine the correct total bid. Only after the amounts have been checked and adjusted, if necessary, will the valid low bid be determined.
  - j. **ESTIMATED QUANTITIES** All estimated quantities stipulated in the Proposal and other Bid Documents are approximate and are to be used only as a basis for estimating the probable cost of the work; and for the purpose of comparing proposals submitted for the work. It is understood and agreed that the actual amounts of work done and materials furnished under unit price items may vary from such estimated quantities. The actual quantities will depend on the conditions encountered at the time the work is performed.
  - k. Any bidder may modify his bid by fax communication only. It is the bidder's responsibility to ensure that the modification is received at the bid opening location prior to the scheduled closing time for receipt of bids. The modification shall not reveal the bid price, but shall only provide the ADDITION or SUBTRACTION from the original proposal. The Owner is not responsible for the performance of the facsimile machine, maintaining adequate paper levels, toner levels, the telephone connection, quality of the facsimile, etc. Unreadable or difficult-to-read facsimiles may be rejected at the discretion of the Owner. The modification shall not reveal the bid price, but shall only provide the ADDITION or SUBTRACTION from the original proposal. Changes in the listed subcontractors, if any, shall also be provided. Bid modifications must be verified by hardcopy provided to the Owner within two (2) business days after the bid opening. Bid modifications shall be directed to fax (406) 324-3110.
6. Bid Security  
**IF THE PROJECT COST IS LESS THAN \$25,000, AT ITS SOLE DISCRETION THE STATE OF MONTANA MAY OR MAY NOT REQUIRE BID SECURITY (18-2-302 MCA).**
- a. All proposals shall be accompanied by a bid security in the amount of 10% of the bid price, as evidence of good faith. (18-2-302, Montana Code Annotated)
  - b. Bid security shall be in the form of lawful moneys of the United States, cashier's check, certified check, bank money order or bank draft, bid bond or bonds payable to the State of Montana. (18-2-302, Montana Code Annotated).
  - c. If the bidder, to whom a contract is awarded, fails to enter into and execute the proposed contract within fifteen (15) calendar days of award, the bidder shall forfeit the bid security. (18-1-204, Montana Code Annotated).
  - d. The bid security of unsuccessful bidders will be returned when a contract has

been awarded to the successful bidder or when all bids have been rejected. (18-1-205, Montana Code Annotated).

- e. **If a Contractor fails to enter into a contract within fifteen (15) calendar days after the award, the Owner may cancel the award and offer the contract to the next qualified bidder. The Owner shall retain the bid security. Entering into a contract includes providing all necessary insurance certificates, bonds, signed contract and current copy of construction contractor registration certificate or registration number.**

#### 7. Withdrawal of Bids

- a. Any bidder may withdraw his bid at any time prior to the scheduled closing time for the receipt of bids.
- b. A bid may not be withdrawn for a period of thirty (30) days after the scheduled closing time for the receipt of bids.
- c. Bidders are responsible to ensure all bids and fax modifications are received in at DMA prior to the schedule deadline for receipt of bids or proposals.

#### 8. Interpretation of Contract Documents

- a. Bidders shall promptly notify the DMA of any ambiguity, inconsistency or error which they may discover upon examination of the Contract Documents or of the site and local conditions.
- b. Bidders requiring clarification or interpretation of the Contract Documents shall request, in writing, clarification from the DMA or the named Architect/Engineer at least ten days prior to the date set for receipt of bids.
- c. Any interpretations, corrections or change in the Contract Documents prior to the bid opening will be made by written addendum, issued by the DMA Contracting Officer or designated Architect/Engineer. DMA or the designated Architect/Engineer will endeavor to notify all plan holders of any addenda issued but it shall be the responsibility of the individual bidders to insure they have received all addenda prior to the submission of their bid.
- d. All written addenda issued will become part of the Contract Documents and all bidders shall be bound by such addenda, whether or not received and/or acknowledged by the bidder. No oral or telephone modifications of the Contract Documents will be considered.

#### 9. Award of Bids

- a. All bids received by the stated hour will be opened and publicly read aloud.
- b. The Owner reserves the right to reject any and all bids and to waive any informality or irregularity in any bid received. Owner reserves the right to determine what constitutes material and/or immaterial informalities and/or irregularities.
- c. The low bid shall be determined on the basis of the lowest Base Bid or the lowest combination of Base Bid and Alternate Bids, accepted in consecutive order. The lowest responsible bidder may be determined by the Owner on factors other than simply the lowest bid submitted.
- d. The Owner may make such investigations as it deems necessary to determine whether or not any or all bidders are responsible. The term "responsible" does not refer to pecuniary ability only nor the ability to tender sufficient performance and payment bonds. The term "responsible" includes, but is not limited to, judgment, skill, ability, capacity, integrity, performance, experience, lack of claims/actions on bonds, lack of mediations, arbitrations and/or lawsuits related to construction work or performance, and such like. Bidders shall furnish to the Owner all information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the investigation or evidence of any Bidder fails to satisfy the Owner that such Bidder is properly and adequately qualified to suitably perform and satisfactorily execute the obligations of the Contract and Work defined in the Contract Documents.
- e. The Department of Military Affairs shall award such contract to the lowest responsible bidder without regard to residency. A resident bidder will be allowed a preference on a contract against the bid of any non-resident bidder from any state or country that enforces a preference for resident bidders. The preference given to resident bidders of this state must be equal to the preference given in the other state or country. (18-1-102, Montana Code Annotated). This will not apply when prohibited by Federal requirements.
- f. In all instances Montana-made goods shall be preferred for use in all projects if such goods are comparable in price, quality and performance. (18-1-112 Montana Code Annotated). This provision applies to projects involving federal funds unless expressly prohibited by the laws of the United States or regulations adopted pursuant thereto.
- g. The Department of Administration may negotiate deductive changes, not to exceed 7% of the total cost of the project, with the lowest responsible bidder when the lowest responsible bid causes the project cost to exceed the appropriation; or with the lowest responsible bidders, if multiple contracts will be awarded on the projects when the total of the lowest responsible bids causes the project cost to exceed the appropriation. A bidder is not required to negotiate his

bid but is required to honor his bid for the time specified in the bidding documents. The Department may terminate negotiations at any time. (18-2-105(7) Montana Code Annotated).

10. Contract

- a. The sample Standard Form of Contract Between Contractor and Owner, as issued by the Owner, will be used as the contracting instrument and is bound herein.
- b. The form shall be signed by the proper representative of the bidder as defined above in these instructions.

11. Performance, Labor and Material Payment Security (Both are required)

**IF THE PROJECT COST IS LESS THAN \$50,000, AT ITS SOLE DISCRETION THE STATE OF MONTANA MAY OR MAY NOT REQUIRE A PERFORMANCE OR LABOR AND MATERIAL PAYMENT SECURITY (18-2-201 MCA).**

**THE CONTRACTOR SHALL PROVIDE BOTH SECURITIES FOR THIS PROJECT AS SPECIFIED BELOW UNLESS SPECIFICALLY DIRECTED THAT THIS REQUIREMENT HAS BEEN WAIVED ELSEWHERE IN THESE DOCUMENTS!**

- a. The Owner shall require the successful bidder to furnish a Performance Bond in the amount of 100% of the contract price as security for the faithful performance of his contract. (18-2-201, Montana Code Annotated).
- b. The Owner shall require the successful bidder to furnish a Labor and Material Payment Bond in the amount of 100% of the contract price as security for the payment of all persons performing labor and furnishing materials in connection therewith. (18-2-201, Montana Code Annotated).
- c. The bonds shall be executed on forms furnished by the Owner; no other forms will be acceptable.
- d. The bonds shall be signed in compliance with state statutes. (33-17-1111, Montana Code Annotated).
- e. Bonds shall be secured from a state licensed bonding company.
- f. The successful bidder may, in lieu of a surety bond or bonds, provide the following securities in an amount equal to the contract price for each bond type required:
  - i. Lawful money of the United States;
  - ii. A cashier's check, certified check, bank money order, or bank draft, drawn or

- issued by any banking corporation incorporated under the laws of the State of Montana or by a national banking association located in Montana;
- iii. Or, certificates of deposit or money market certificates issued by any bank or savings and loan association licensed to do business in Montana.
  - iv. The Owner shall retain such security for a time period of four (4) months after completion and acceptance of the Project by the Owner and shall retain 25% of such security for eight (8) months thereafter.

#### 11. Power of Attorney

Attorneys-in-fact who sign contract bonds must file with each bond a certified and effectively dated copy of their power of attorney:

- a. One original copy shall be furnished with each set of bonds.
- b. Others furnished with a set of bonds may be copies of that original.

#### 12. Notice To Proceed

The successful bidder who is awarded the contract for construction will not be issued a Notice To Proceed until there is a signed Contract, Performance and Labor & Material bonds, the specified insurance certificates and a copy of the bidder's current Construction Contractor Registration Certificate in the Owner's possession. All items are required within fifteen (15) calendar days of contract award made by the Owner.

#### 13. Laws and Regulations

The bidders' attention is directed to the fact that all applicable federal and state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the project shall apply to the contract throughout and will be deemed to be included in this contract the same as though herein written in full.